

07-11-2001

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patent

101773556

original documents or copy thereof.

1. Name of conveying party(ies):

Rosenbluth International, Inc.

2. Name and address of receiving party(ies)

Name: Chase Manhattan Bank

Internal Address: Second Floor

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: One Riverfront Plaza

City: Newark State: NJ Zip: 07102

Execution Date: June 21, 2001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/678,387

B. Patent No.(s) 5,832,453 5,331,546

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher M. Turk, Esquire

Internal Address: _____

BLANK ROME COMISKY & MCCAULEY

Street Address: One Logan Square

City: Phila State: PA Zip: 19103

6. Total number of applications and patents involved: ☐ 3

7. Total fee (37 CFR 3.41).....\$ 120.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

02-2555

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher M. Turk, Esquire

Name of Person Signing

Signature

Date

07/10/2001 DRYDNE 00000074 09678387 total number of pages including cover sheet, attachments, and documents: ☐
120.00 UP
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/10/2001 DRYDNE

01 FC:581

PATENT
REEL: 011944 FRAME: 0513

**PATENT, TRADEMARK AND TRADENAME
SECURITY AGREEMENT AND MORTGAGE**

THIS PATENT, TRADEMARK AND TRADENAME SECURITY AGREEMENT AND MORTGAGE (hereinafter, as it may be from time to time amended, modified, extended, renewed, refinanced and/or supplemented, referred to as this "Agreement") is made this 21st day of June, 2001 by and between,

ROSENBLUTH INTERNATIONAL, INC., a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, having its principal office located at 2401 Walnut Street, Philadelphia, Pennsylvania 19103-4390 (hereinafter referred to as the "Grantor"),

AND

THE CHASE MANHATTAN BANK, a state banking institution duly organized and validly existing under the laws of the State of New York, having an office located at One Riverfront Plaza, 2nd Floor, Newark, New Jersey 07102, in its capacity as the "Agent" for all of the "Lenders" under the Revolving Credit Loan Agreement described below (hereinafter referred to as the "Agent").

W I T N E S S E T H :

WHEREAS, the Grantor, Rosenbluth International, Ltd., a Delaware corporation, Rosenbluth International Limited, a Pennsylvania corporation, Rosenbluth International Holdings, Inc., a Delaware corporation, and Rosenbluth International (Russia), Ltd., a Delaware corporation (hereinafter collectively referred to as the "Borrowers") are engaged in the business of providing comprehensive corporate travel management services worldwide; and

WHEREAS, pursuant to the terms, conditions and provisions of that certain Revolving Credit Loan Agreement dated of even date herewith (hereinafter, as it may be from time to time amended, modified, extended, renewed, refinanced and/or supplemented, referred to as the "Loan Agreement"), executed by and among the Borrowers, the Agent and certain "Lenders" (as such term is defined in the Loan Agreement), the Lenders have agreed to make available to the Borrowers, a secured recourse revolving credit loan in the aggregate principal amount of up to Forty Million and 00/100 (\$40,000,000.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, refinanced and/or supplemented, referred to as the "Loan Facility") for the purposes of financing (i) a portion of the working capital requirements of the Borrowers (including, without limitation, the issuance of up to \$10,000,000.00 in standby letters of credit), (ii) the repayment of existing outstanding indebtedness including, without limitation, an existing banking facility presently made available to the Borrowers by PNC Bank, National Association and (iii) the general corporate purposes of the Borrowers, including, without limitation, "Permitted Acquisitions" and temporary "Capital Expenditures" (as both such terms are defined in the Loan Agreement); and

WHEREAS, defined terms used but not expressly defined herein shall have the same meanings when used herein as set forth in the Loan Agreement; and

WHEREAS, the Borrowers, the Agent and the Lenders anticipate and contemplate that the Lenders may sell, assign and transfer at times after the date hereof, a portion of their respective interests in the Loan Facility to other financial institutions described in the definition of "Eligible Assignee" set forth in Section 1.01 of the Loan Agreement, and any such additional lenders shall hereinafter be included as "Lenders" hereunder; and

WHEREAS, the Lenders have requested and agreed that the Agent act as Agent for the Lenders in connection with the Loan Facility, and the Agent has agreed to accept such responsibilities and duties, subject to the terms, conditions and provisions set forth in the Loan Agreement; and

WHEREAS, the Grantor is the owner and holder of (i) the Patents listed on Schedule "A" attached hereto and made a part hereof, together with any and all of the Grantor's right, title and interest in and to the related inventions and any U.S. and foreign patents which have been or may be issued thereon, and (ii) the Trademarks listed on Schedule "B" attached hereto and made a part hereof, together with all of the goodwill of the business symbolized by each of the Trademarks; and

WHEREAS, to induce the Lenders to enter into the Loan Agreement and to make available the Loan Facility to the Borrowers in accordance with the terms, conditions and provisions of the Loan Agreement, the Grantor has offered to execute and deliver this Agreement to the Agent, for the benefit of the Lenders, granting and conveying to the Agent, on behalf of the Lenders, a first priority security interest in and to the "Collateral" (as such term is hereinafter defined); and

WHEREAS, defined terms used but not expressly defined herein shall have the same meanings when used herein as set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing, in consideration of the premises set forth in the Loan Agreement and in order to induce the Lenders to make available the Loan Facility to the Borrowers in accordance with the terms, conditions and provisions thereof, the Grantor hereby covenants and agrees with the Agent for its benefit as follows:

1. Certain Defined Terms. As used in this Agreement, unless the context otherwise requires:

(a) "Collateral" - shall mean, collectively and individually --

(i) each of the Patents;

(ii) each of the Trademarks and the goodwill of the business symbolized by each of those Trademarks;

(iii) each of the Licenses;

(iv) all accounts, contract rights and general intangibles of the Grantor arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of the Grantor to terminate any such License or to perform and to exercise all remedies thereunder;

(iv) any claims by the Grantor against third parties, and all proceeds of suits, for infringement of the Patents and/or the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States; and

(v) as to all of the foregoing clauses (i) through (iv) inclusive, and any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of the Grantor.

(b) "Licenses" - shall mean, collectively and individually, any and all license agreements granted by the Grantor to third parties relating to the Patents and/or the Trademarks, whether now existing or hereafter arising, as any of same may from time to time be amended, modified and/or otherwise supplemented, including, but not limited to, the license agreements listed on Schedule "C" annexed hereto and made a part hereof.

(c) "Obligations" - shall mean the payment and performance by the Borrowers of all of the liabilities and obligations of the Borrowers to the Agent and the Lenders under and pursuant to the terms, conditions and provisions of the Loan Agreement and all of the other Loan Documents, together with any and all expenses (including, without limitation, attorneys' fees and/or legal fees and post-judgment collection costs and expenses) incurred by the Agent and/or the Lenders, and any receivers or agents, in the preparation, perfection and enforcement of security or other agreements held by the Agent, on behalf of and for the benefit of the Lenders, in respect of such Obligations and interest thereon.

(d) "Patents" shall mean, collectively and individually, any and all:

(i) utility, design and plant patents, utility models, industrial designs, inventor's certificates and statutory invention registrations of the United States or any other country, or any political subdivisions thereof, as well as any applications for the same, all whether now or hereafter owned or licensable by the Grantor, as any of same may from time to time be amended, modified and/or otherwise supplemented, including, but not limited to, those Patents listed on Schedule "A" attached hereto and made a part hereof; and

(ii) reissues, continuations, continuations-in-part, divisionals or term restorations and all extensions thereof and all licenses thereof.

(e) "Trademarks" - shall mean, collectively and individually, all --

(i) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all applications thereof filed under Section 1(a) of the Lanham Act (15 U.S.C.A. 1051(a)), and all registrations and recordings of any of the foregoing, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, as any of same may from time to time be amended, modified and/or otherwise supplemented, including, but not limited to, those listed on Schedule "B" annexed hereto and made a part hereof; and

(ii) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by the Grantor which has not or is not required to be registered or recorded in any jurisdiction; and

(iii) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Grant of Security. To secure to the Agent, for the benefit of the Lenders, the prompt payment and performance of all of the Obligations of the Grantor to the Agent and the Lenders, the Grantor hereby mortgages and pledges to the Agent, and grants and conveys to the Agent, a first priority security interest in and to, all of the Grantor's rights, title and interests in and to the Collateral, which security interest shall remain in full force and effect until all of the Obligations of the Grantor to the Agent and the Lenders are fully paid and satisfied and the Loan Agreement and all of the other Loan Documents have been terminated by the Agent and the Lenders; provided, however, that, notwithstanding anything contained herein, in the Loan Agreement or in any other Loan Document to the contrary, the maximum liability of the Grantor secured by the Collateral hereunder and under the Loan Agreement shall in no event exceed an amount equal to the largest amount that would not render the Grantor's obligations hereunder subject to avoidance under Section 548 of the Title 11 of the U.S. Code, as amended, or any equivalent provision of the law of any state.

3. Representations, Warranties and Covenants of the Grantor. The Grantor hereby represents, warrants, covenants and agrees as follows:

(a) Title to the Patents and the Trademarks. The Grantor has sole, exclusive, full, clear and unencumbered right, title and interest in and to the Patents and the Trademarks and the registrations of the Patents and the Trademarks are valid and subsisting and in full force and effect. Neither the Patents nor the Trademarks have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable and, to

the best of the Grantor's knowledge, there is no reason why the Patents and/or the Trademarks should be adjudged invalid or unenforceable.

(b) Use of Patents. Except to the extent that (i) the Agent, upon prior express written notice by the Grantor, shall consent, or (ii) the Grantor determines in its reasonable business judgment that a Patent of the Grantor has negligible economic value and such Patent is no longer utilized in the ordinary course of the Grantor's business, the Grantor (either itself or through licensees) has used and will continue to make, have made, use and/or sell any and all products, methods, processes and/or compositions within the scope of the Patents and the Grantor shall not (and shall not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Patents may become invalidated, abandoned, unenforceable, avoided or avoidable.

(c) Use of the Trademarks. Except to the extent that (i) the Agent, upon prior express written notice by the Grantor, shall consent or (ii) the Grantor determines in its reasonable business judgment that a Trademark of the Grantor has negligible economic value and such Trademark is no longer utilized in the ordinary course of the Grantor's business, the Grantor (either itself or through licensees) has used and will continue to use the Trademarks on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force free from any claim of abandonment for non-use and the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks would become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Agent promptly if it knows of any reason under which any of the foregoing may occur.

(d) License or Assignment of Patents and/or Trademarks. Without the prior express written consent of the Agent, the Grantor shall not license or assign any of the Patents or any of the Trademarks to any party.

(e) Further Assurances. The Grantor will perform all acts and execute all further instruments and documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, reasonably requested by the Agent at any time to evidence, perfect, maintain, record and enforce the Agent's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement, and the Grantor hereby authorizes the Agent to execute and file (with or without the signature of the Grantor) one or more financing statements (and similar documents) or copies thereof or this Agreement with respect to the Collateral signed only by the Agent.

(f) Costs and Expenses. The Grantor shall pay on demand all reasonable and necessary expenses and expenditures of the Agent, including, without limitation, reasonable attorney's fees and expenses and all post-judgment collection costs and expenses, incurred or paid by the Agent and/or any of the Lenders in protecting, enforcing or exercising the Agent's interests, rights or remedies created by, connected with or provided in this Agreement, or performance pursuant to this Agreement.

(g) Pledge of Additional Patents and/or Trademarks. In the event the Grantor, either itself or through any agent, employee, licensee or designee, shall:

(i) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(ii) file or record any assignment of any Patent or any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall, within thirty (30) days after the end of each Fiscal Quarter, provide the Agent with a comprehensive report (in a form satisfactory to the Agent) of all additional Patent and Trademarks applicable pursuant to subparagraphs (i) and (ii) above, and upon request of the Agent, the Grantor shall promptly, but in no event more than twenty (20) days subsequent to each such report, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's interest in such Patent, Trademark or License, and the general intangibles of the Grantor relating thereto or represented thereby. The Grantor hereby grants the Agent, on behalf of the Lenders, a power of attorney, irrevocable until the Obligations of the Grantor to the Agent and the Lenders are fully paid and satisfied, to modify this Agreement by amending Schedule "A", Schedule "B" and/or Schedule "C", as applicable, to include any future Patents, Trademarks and/or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Agreement, and such schedules as attached to this Agreement shall be automatically amended and modified thereby.

(h) Grantor's Authority, etc. The Grantor has the right and power to mortgage and pledge the Collateral and to grant the security interest in the Collateral herein granted; and the Collateral is not now, and at all times hereafter will not be subject to any liens, licenses (other than as expressly permitted under subparagraph 3(c) of this Agreement), pledges, assignments, registered license agreement, covenants not to sue by the Grantor or other encumbrance of any nature whatsoever, and the Grantor has not received any notice from any third party claiming any right or interest in and to any of the Collateral or that the Grantor's use thereof infringes the rights of any third party.

(i) Negative Pledge. The Grantor will not, without the prior written consent of the Agent, assign (by operation of law or otherwise), sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant an exclusive or non-exclusive license upon (other than those existing Licenses listed on Schedule "C" annexed hereto and made a part hereof), or otherwise encumber, grant rights to any other person upon or dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Agent or any Lender to any such action except as expressly permitted herein. The Grantor shall defend the Collateral against and shall take such other action as is necessary to remove any lien, security interest,

claim, right or other encumbrance of any nature whatsoever in or to the Collateral, and will defend the right, title and interest of the Agent in and to any of the Grantor's rights under the Collateral against the claims or demands of all persons whomsoever.

(j) No Additional Patents and/or Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule "A" and Schedule "B", respectively, annexed hereto and made a part hereof, except those whose loss by the Grantor would not result in a Material Adverse Effect.

(k) Additional Further Assurances. The Grantor shall have the duty and will take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country, or any political subdivision thereof, (i) to maintain each registration and grant of the Patents, Trademarks and Licenses and (ii) in accordance with its reasonable business judgment and at its expense, to halt any infringement of the Patents and/or the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(l) Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and Licenses, and hereby indemnifies and holds the Agent, each Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Patents and/or the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Patents and/or the Trademarks. In any suit, proceeding or action brought by the Agent or any Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Agent and each of the Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Agent or against any Lender.

(m) Agent's Rights. The Agent may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Agent and/or the Lenders to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Agent, the Collateral, or the right, title and interest granted the Agent herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Agent to the Grantor and shall be payable on demand together with interest thereon at the Default Rate.

(n) Protection of the Patents and the Trademarks. The Grantor hereby covenants and agrees that, if it learns of any act by any person that may infringe the Grantor's rights in the Patents, or of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, the Grantor shall promptly notify the Agent of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Agent or by any Lender, shall join with the Agent, at the Grantor's expense, in such action as the Agent, in its reasonable discretion, may deem advisable for the protection of the Agent's interest in and to the Patents and the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Patents and/or Trademarks.

4. Agent's Appointment as Attorney-in-Fact.

(a) The Grantor hereby irrevocably constitutes and appoints the Agent, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in the Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Agent, on behalf of the Lenders, the power and right, on behalf of the Grantor, to do the following:

(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement or the Loan Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(ii) Upon the occurrence of an Event of Default:

(1) to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Licenses and, in the name of the Grantor or in its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any License whatsoever;

(2) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to the Agent or as the Agent shall direct;

(3) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral;

(4) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(5) to defend any suit, action or proceeding brought against the Grantor with respect to any Collateral;

(6) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; and

(7) generally, to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, the Grantor further agrees to execute any additional documents which the Agent may require in order to confirm this power of attorney, or which the Agent may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on the Agent hereunder are solely to protect the Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Agent or on any Lender to exercise any such powers. The Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither the Agent nor any of the Lenders nor any of their officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act, except for the Agent's or such Lender's own gross negligence or willful misconduct.

(d) The Grantor also authorizes the Agent to execute, in connection with any sale provided for in this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

5. Event of Default. The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

- (a) The occurrence of any Event of Default under the Loan Agreement; and
- (b) A breach by the Grantor of any covenant contained in this Agreement; and

(c) If any warranty or representation contained in this Agreement, including, without limitation, the warranties and representations contained in Section 3 of this Agreement, shall be incorrect in any material respect, when made or deemed to have been made.

6. Remedies.

(a) Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Agent, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently):

(i) the Agent shall have all of the rights and remedies set forth in the Loan Agreement;

(ii) immediately upon the Agent's written request, the Grantor shall not make any further use of the Patents and/or the Trademarks or any mark similar thereto for any purposes;

(iii) the Agent may, at any time and from time to time, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents and/or the Trademarks, throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine;

(iv) the Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantor in, to and under any one or more license agreements with respect to the Collateral, including, without limitation the Licenses, and take or refrain from taking any action under any license or sublicense thereof, and the Grantor hereby releases the Agent and the Lenders from, and agrees to hold the Agent and the Lenders free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to any such license agreements;

(v) the Agent may foreclose upon the Collateral for the purpose of using, assigning, selling or otherwise disposing of the Collateral or any of it, either with or without special or other conditions or stipulations, and record any documents with the United States Patent and Trademark Office necessary to evidence the Lender's ownership in the Collateral;

(vi) the Agent may appear before the United States Patent and Trademark Office as owner of the Collateral, without recording or filing any documents to evidence the Agent's ownership in the Collateral;

(vii) whether or not the Agent forecloses upon the Collateral in accordance with this Agreement, the Agent may, at any time and from time to time, assign, sell,

or otherwise dispose of, the Collateral or any of it either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Agent shall, in its sole discretion, deems appropriate or proper; and

(viii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, the Agent may, at any time, pursuant to the authority granted in the Special Power of Attorney (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Patents and/or the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Patents and/or the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations of the Grantor to the Agent and the Lenders. The Agent may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Obligations of the Grantor to the Agent and the Lenders as provided for in the Loan Agreement. The Grantor shall remain liable for any deficiency with respect to the Obligations of the Grantor to the Agent and the Lenders, which shall bear interest and be payable at the Default Rate. The rights of the Grantor to receive any surplus shall be subject to any duty of the Agent imposed by law to the holder of any subordinate security interest in the Collateral known to the Agent. Nothing contained herein shall be construed as requiring the Agent to take any such action at any time.

(b) Notwithstanding anything contained in this Agreement to the contrary, the Agent shall not foreclose upon, dispose of or be deemed the owner of any Patent or any Trademark unless and until the Agent has provided the Grantor with advance written notice of its intent to foreclose upon, dispose of or take an ownership interest in any Patent or any Trademark. Any writing given by the Agent to the Grantor under this Paragraph 6 must make explicit reference to this Agreement and of the Agent's intent to exercise its rights and remedies hereunder.

7. Execution of Special Power of Attorney. Concurrently with the execution and delivery of this Agreement, the Grantor is executing and delivering to the Agent, on behalf of the Lenders, a certain Special Power of Attorney for the implementation of the sale, assignment, licensing or other disposition of the Collateral pursuant to this Agreement.

8. Amendments and Modification. No provision hereof shall be modified, altered, waived or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged.

9. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or other legal representatives of the Grantor, and shall, together with the rights and remedies of the Lender hereunder, be binding upon and inure to the benefit of the Agent, its successors, assigns or other legal representatives.

10. **GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

11. **Notices.** All notices, requests, demands and other communications provided for hereunder shall be in writing (unless otherwise expressly provided herein) and shall be sent and deemed to have been received as set forth in Section 11.08 of the Loan Agreement.

12. **Continuing Security Interest; Assignments.** This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full in cash or in another manner acceptable to Lender and termination of the Obligations of the Grantor to the Agent and the Lenders, (b) be binding upon and inure to the benefit of, and be enforceable by, the Grantor, its successors and assigns and (c) be binding upon and inure to the benefit of, and be enforceable by, the Agent, the Lenders and their successors, transferees and assigns. Upon the payment in full in cash or in another manner acceptable to Agent and the Lenders and termination of the Obligations of the Grantor to the Agent and the Lenders then outstanding and the termination of the Loan Agreement and all of the other Loan Documents, the security interest granted hereby shall terminate and all rights granted as security in the Collateral to the Agent shall revert to the Grantor. Upon any such termination, the Agent will, at Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one and the same instrument.

15. **Headings.** Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

16. **Acknowledgment of Receipt.** The Grantor acknowledges receipt of a copy of this Agreement.

17. **No Waiver.** No course of dealing between the Grantor and the Agent or any Lender, and no delay or omission of the Agent or any Lender in exercising or enforcing any of the Agent's or any Lender's rights and remedies hereunder shall constitute a waiver thereof; and no waiver by the Agent or any Lender of any Event of Default shall operate as a waiver of any other Event of Default.

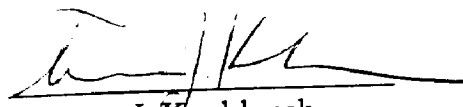
18. **Severability.** If any of the provisions of this Agreement shall contravene or be held invalid under the laws of any jurisdiction, this Agreement shall be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Agreement in any jurisdiction.

19. Interest Granted to Agent. Notwithstanding any provision of this Agreement to the contrary, the interest granted to the Agent under this Agreement is intended to be a pledge and a security interest only, and the execution of this Agreement is not intended to create an assignment or a transfer of title or any other property rights to the Patents and the Trademarks.


20. WAIVER OF JURY TRIAL. THE GRANTOR AND THE AGENT HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY STATE OR TERRITORY, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING EITHER DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING BETWEEN THE GRANTOR AND THE AGENT OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. FURTHER, THE GRANTOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, AND/OR COUNTERCLAIMS IN ANY ACTION OR PROCEEDING. THE GRANTOR AND THE AGENT RECOGNIZE THAT ANY DISPUTE ARISING IN CONNECTION WITH THE LOAN FACILITY IS LIKELY TO BE COMPLEX AND CONSEQUENTLY THEY WISH TO STREAMLINE AND MINIMIZE THE COST OF THE DISPUTE RESOLUTION PROCESS BY AGREEING TO WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed as of the day and year first above written.

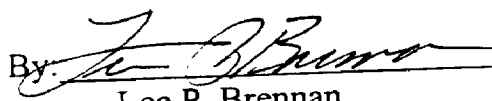
[SEAL]
ATTEST:


Thomas J. Knoblauch
Assistant Secretary

ROSENBLUTH INTERNATIONAL, INC.,
a Pennsylvania corporation, as the Pledgor

By: 
Thomas J. Sukay
Chief Financial Officer

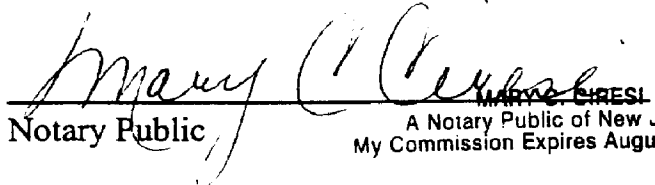
THE CHASE MANHATTAN BANK
as the Agent

By: 
Lee P. Brennan
Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: ss.
COUNTY OF MIDDLESEX :

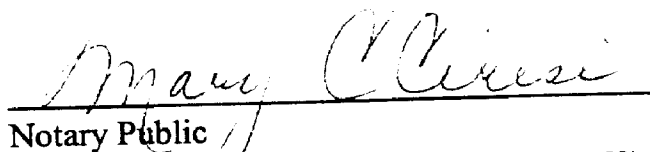
BE IT REMEMBERED, that on this 17th day of June, 2001, before me, the subscriber, personally appeared Thomas J. Sukay who I am satisfied is the person who executed the within instrument as the Chief Financial Officer of **Rosenbluth International, Inc.**, a Pennsylvania corporation, and this person thereupon acknowledged that the said instrument made by the corporation and delivered by him as such corporate officers, is the voluntary act and deed of the corporation, made by virtue of authority from said corporation's Board of Directors.


Notary Public MARY C. CIRESI
A Notary Public of New Jersey
My Commission Expires August 17, 2003

My Commission Expires:

STATE OF NEW JERSEY :
: ss.
COUNTY OF MIDDLESEX :

BE IT REMEMBERED, that on this 19th day of June, 2001, before me, the subscriber, personally appeared Lee Brennan who I am satisfied is the person who executed the within instrument as the Vice President of **The Chase Manhattan Bank**, a New York corporation, and this person thereupon acknowledged that the said instrument made by the corporation and delivered by him as such corporate officers, is the voluntary act and deed of the corporation, made by virtue of authority from said corporation's Board of Directors.


Notary Public MARY C. CIRESI
A Notary Public of New Jersey
My Commission Expires August 17, 2003

My Commission Expires:

SCHEDULE "A"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
PATENT, TRADEMARK AND TRADENAME SECURITY AGREEMENT
AND MORTGAGE BY AND BETWEEN ROSENBLUTH INTERNATIONAL, INC.,
AS THE GRANTOR, AND THE CHASE MANHATTAN BANK,
AS THE AGENT, DATED JUNE 21, 2001**

PATENTS

See Attached.

PATENT SCHEDULE

Patent Number	Country	Status	Title	Assignee	Filed	Granted
Pending	United States	Filed	Reverse Auction Method and System	Rosenbluth International, Inc.	10/3/2000	Pending
5832453	United States	Granted	Computer System and Method for Determining a Travel Scheme Minimizing Travel	Rosenbluth International, Inc.	3/22/1994	11/3/1998
5331546	United States	Granted	Trip Planner Optimizing Travel Itinerary Selection Conforming to an Individual	Rosenbluth International, Inc.	6/3/1991	7/19/1994

SCHEDULE "B"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
PATENT, TRADEMARK AND TRADENAME SECURITY AGREEMENT
AND MORTGAGE BY AND BETWEEN ROSENBLUTH INTERNATIONAL, INC.,
AS THE GRANTOR, AND THE CHASE MANHATTAN BANK,
AS THE AGENT, DATED JUNE 21, 2001**

TRADEMARKS AND TRADENAMES

See Attached.

ROSENBLUTH INTERNATIONAL, INC.
UNITED STATES and INTERNATIONAL
Trademark Status Chart

Updated May 17, 2001

UNITED STATES

MARK	RII DEPT. NO.	REG. NO. (APP. NO.)	REG. DATE (FILING DATE)	INT. CLASS	REMARKS	® TM/SM
BUSINESS INTERACTION MANAGEMENT		(75/908,739)	(02/02/00)	35	PENDING	SM
CUSTOMER INTERACTION MANAGEMENT		(75/841,674)	(11/05/99)	35	PENDING	SM
CUSTOM-RES	708	2,177,389	07/28/98	39 & 42	REGISTERED Section 8 & 15 due: 07/28/04	®
DACODA	711	1,915,632	08/29/95	42	REGISTERED Section 8 & 15 due: 08/29/01	®
DACODA	711	2,062,879	05/20/97	09	REGISTERED Section 8 & 15 due: 05/20/03	®
E-RES	708	1,794,132	09/21/93	09	REGISTERED Renewal due: 04/21/03	®
EVISION@ROSENBLUTH		(75/790,711)	(08/31/99)	39	PENDING Mark has been published: 04/11/00	SM
GLOBAL VISION	705	(74/697,987)	(07/06/95)	09	PENDING Under Opposition	TM
INTELLICENTER	667	1,894,701	05/16/95	39	REGISTERED Section 8 & 15 due: 05/16/01	®
IVISION@ROSENBLUTH		(75/790,710)	(08/31/99)	39	PENDING	SM

PATENT

REEL: 011944 FRAME: 0531

MYROSENBLUTH		(75/886,302)	(01/03/00)	42	PENDING	SM
MYTRAVELBID.COM		(76/086,854)	(07/11/00)	35	PENDING	SM
ONE WORLD ONE COMPANY	640	2,141,603	03/03/98	39 & 42	REGISTERED Section 8 & 15 due: 03/03/04	®
RAPID		2,344,599	04/25/00	09	REGISTERED Section 8 & 15 due: 04/25/06	®
RES-MONITOR	708	2,141,551	03/03/98	09 & 39	REGISTERED Section 8 & 15 due: 03/03/04	®
RIA (LOGO)		1,661,124	10/15/91	39	REGISTERED Renewal due: 10/15/01	®
RI (LOGO)	999	1,823,242	02/22/94	39	REGISTERED Renewal due: 02/22/04	®
ROSENBLUTH	999	1,482,718	03/29/88	39	REGISTERED Renewal due: 03/29/08	®
ROSENBLUTH@HAND		(76/042,976)	(05/08/00)	39 & 42	PENDING	SM
ROSENBLUTH.COM		(75/970,897)	(11/04/99)	39	PENDING	SM
ROSENBLUTH EVERYWHERE		(76/042,995)	(05/08/00)	39	PENDING	SM
ROSENBLUTH TO GO		(76/042,975)	(05/08/00)	39	PENDING	SM
ROSENBLUTH INTERACTIVE		(75/778,282)	(08/18/99)	9, 35, 36, 39 & 42	PENDING	TM/SM
ROSENBLUTH INTERNATIONAL	999	1,823,243	02/22/94	39	REGISTERED Renewal due: 02/22/04	®

ROSENBLUTH TRAVEL	999	1,381,816	02/04/86	39	REGISTERED Renewal due: 02/04/06	®
ROSENBLUTH VACATIONS	499	1,898,299	06/06/95	39	REGISTERED Renewal due: 06/06/05	®
SEVA		(76/113,890)	(08/22/00)	41	PENDING	SM
TECHNOLOGY WITH TOUCH		(75/794,105)	(09/07/99)	39	PENDING Rsp to office action due 08/08/01	SM
THE CONTINUUM	709	2,334,069	03/28/00	39	REGISTERED Section 8 & 15 due 03/28/06	®
THE RIVERY	671	1,689,636	05/26/92	35	REGISTERED Renewal due: 05/26/02	®
THE THOUGHT LEADERS IN TRAVEL	999	1,814,097	12/28/93	39	REGISTERED Renewal due: 12/25/03	®
THE THOUGHT LEADERS IN TRAVEL (and Design)	999	1,979,257	06/11/96	39	REGISTERED Section 8 & 15 due: 06/11/02	®
TRAVELMATION (LOGO)	999	1,435,952	04/07/87	39	REGISTERED Renewal due: 04/07/07	®
TRAVELMATION LOST LUGGAGE CONTROL (LOGO)	708	1,436,628	04/14/87	39	REGISTERED Renewal due: 04/14/07	®
TRAVELUTION	640	2,157,668	5/12/98	39	REGISTERED Section 8 & 15 due: 05/12/04	®
TRIP MONITOR	705	2,005,545	10/08/96	39	REGISTERED Section 8 & 15 due: 10/08/02	®
VISION	705	1,504,237	09/13/88	35	REGISTERED Renewal due: 09/13/08	®
VISION@ROSENBLUTH		(75/790,712)	(08/31/99)	39	PENDING	SM
VISION CONSOLIDATOR	705	2,087,044	08/12/97	09	REGISTERED Renewal due: 08/12/03	®

VISION DIRECT	705	1,977,102	05/28/96	09	REGISTERED Section 8 & 15 due: 05/28/02	®
VISION DIRECT	705	1,998,414	09/03/96	09	REGISTERED Section 8 & 15 due: 09/03/02	®
WHERE TRAVEL MANAGEMENT IS BOTH A SCIENCE AND AN ART		(76/042,996)	(05/08/00)	39	PENDING Application sent to PTO on 05/08/00	SM
@ROSENBLUTH		2,408,349	11/28/00	39	REGISTERED Section 8 & 15 due: 11/28/06	®

SCHEDULE "C"

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
PATENT, TRADEMARK AND TRADENAME SECURITY AGREEMENT
AND MORTGAGE BY AND BETWEEN ROSENBLUTH INTERNATIONAL, INC.,
AS THE GRANTOR, AND THE CHASE MANHATTAN BANK,
AS THE AGENT, DATED JUNE 21, 2001**

LICENSES

Certain informal unwritten license agreements by and between the Grantor and certain of its subsidiaries and affiliates

Commissioner of Patents and Trademarks

June 29, 2001

Page 2

fees to our Deposit Account Number 02-2555.

Should any questions arise concerning the recordation of this document, kindly contact me at (215) 569-5438. Please send all correspondence and the original document stamped with reel and frame numbers to the following address:

Christopher M. Turk, Esquire
BLANK ROME COMISKY & McCAULEY LLP
One Logan Square
Philadelphia, PA 19103-6998

Sincerely yours,



CHRISTOPHER M. TURK

CTM/jar

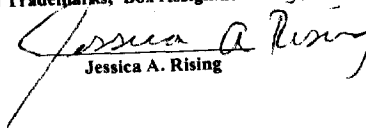
Enclosures

cc: Fred Blume, Esquire
Harvey I. Forman, Esquire
Gary R. Goldenberg, Esquire
Timothy D. Pecsénye, Esquire
Simi Beth Kaplin, Esquire

I:\Clients\miscellaneous\Security Agreement with Rosenbluth..wpd 078829-00076
CERTIFICATE OF EXPRESS MAILING

Express Mail Label: EE003501536US

I hereby certify that this correspondence is being deposited with the United States Postal Service EXPRESS MAIL POST OFFICE TO ADDRESSEE service in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments/ Fee, Washington, D.C. 20231 on: June 29, 2001.


Jessica A. Rising